

17769

April 6, 1992

APR 9 1992 -1 05 PM

INTERSTATE COMMERCE COMMISSION

Ms. Mildred Lee
Interstate Commerce Commission
12th and Constitution Ave. NW
Washington DC 20423

RE: Previously sent Bill of Sale

Dear Ms. Lee:

Per our discussion on Friday, April 3, 1992, please find below the addresses of the parties involved in the Purchase and Sale of fifty (50) gondola cars. Also, enclosed you will find a check for the underpayment of the recordation fee.

Northbrook Rail Corporation 2025 S. Arlington Hts. Rd. Suite 119 Arlington Hts., IL 60005 Westinghouse Credit Corporation One Oxford Centre Pittsburgh, PA 15219

I apologize for any inconvenience this may have caused.

Sincerely,

Tracy A. Boyce

Contract Coordinator

enclosure 12 44

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April 1, 1992

Ms. Mildred Lee Interstate Commerce Commission 12th and Constitution Ave. NW Washington, DC 20423

RE: <u>ICC Filing</u>

Dear Ms. Lee:

Please find enclosed two original copies of the Bill of Sale by and between Northbrook Rail Corporation and Westinghouse Credit Corporation for the purchase of fifty gondolas as well as a check in the amount of \$15.00 to cover the cost of such filing.

If there are any questions or comments, please do not hesitate to contact me at (708) 228-0660 x 307.

Thank you.

Sincerely,

Tracy A. Boyce

Contract Coordinator

enclosures

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Interstate Commerce Commission Washington, D.C. 20423

OFFICE OF THE SECRETARY

Tracy A Boyce Contract Coordinator NorthBrook Rail Corporation 2025 S. Arlington Hts. Rd. Suite 119 Arlington Hts. Illinois 60005

> Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 4/9/921:05pm at , and assigned recordation number(s). 17769

Sincerely yours,

. Strickland, Jr.

Secretary

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INTERSTATE COMMERCE COMMISSION

Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, that Westinghouse Credit Corporation, a Delaware corporation, (herein "Seller"), for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America and other good and valuable consideration paid by Northbrook Rail Corporation (herein "Buyer"), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Buyer all right, title and interest in and to the personal property (herein "Equipment") more specifically described on Schedule I attached hereto:

EXCEPT AS STATED HEREIN, SELLER DISCLAIMS ALL WARRANTIES,
EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF
MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE
EQUIPMENT.

Seller hereby warrants to the Buyer, its successors and assigns, that, immediately prior to the delivery of this Bill of Sale, Seller had legal title to the Equipment and good and lawful right to sell the same, and that title to the Equipment is hereby duly vested in Buyer free and clear of all liens, claims, encumbrances, taxes and rights of any other kind and nature whatsoever except as set forth in Schedule II attached hereto. Other than as such might arise from the interests set forth in Schedule II, Seller hereby covenants and agrees to reimburse, indemnify and hold harmless Buyer from and against any loss,

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expense, damages, or deficiencies, up to the amount of the Consideration received by Seller arising from any and all claims, liens, encumbrances, taxes, and rights of others of any nature whatsoever assessed against such title forever.

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be executed and delivered in its name this 31st day of March, 1992.

Westinghouse Credit Corporation

By: Fober J. Blackeneger

Title: VICE PESIDENT- ASSET MAN ASSETMENT

Receipt

Buyer hereby acknowledges receipt of the Cars identified in the foregoing Bill of Sale this 31st day of March, 1992.

Northbrook Rail Corporation

Title: Executive Vice President

STATE OF_	Illinois	
COUNTY OF	Cook	

on this 31 day of March, 1997 before me personally appeared Gerald L. Kilcoure, personally known, who, being by me duly sworn, said the he/she is an authorized officer of North mok Rij Apand that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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(Sear)	MOTALL STORY EXPIRES
4	MY COMMISSION EXTENSION
) IVI I

// // // Notary Public

My commission expires:

3-2-93

STATE OF_	Pennsylvania)
	Allegheny)

on this 315 day of March, 1992, before me personally appeared Robert J. Blankimyer, personally known, who, being by me duly sworn, said the he/she is an authorized officer of Westinghouse Caediand that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notarial Seal Lori Ann Brown, Notary Public Pittsburgh, Allegheny County My Commission Expires March 14, 1994

(s daniber, Pennsylvania Association of Notaries

Jori Com Brown

Notary Public

My commission expires:

3-14-94

SCHEDULE I

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SCHEDULE II

Lease agreement dated June 12, 1989 between Westinghouse Credit Corporation ("WCC") and Southern Pacific Transportation Company, relating to 50 gondolas. Northbrook Corporation ("Northbrook") assigned its right, title and interest in such lease to Upper Merion and Plymouth Leasing Co. ("UMPL") dated January 31, 1989 and UMPL assigned its right, title and interest in such lease to WCC pursuant to an Assignment agreement dated December 21, 1989.